REMARKS/ARGUMENTS

Claims 1-7 and 9-12 are pending in this application. Claims 1, 3, 5, and 7 are independent. Claims 1, 3, 5, and 7 are amended. Claim 8 is canceled without prejudice or disclaimer of its subject matter. Claims 9-12 are new. No new matter has been added.

REJECTION UNDER 35 U.S.C. § 103(a)

On pages 2-5, the Office Action rejects claims 1-8 under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent Application No. 2003/0028654 to Abjanic (hereinafter "Abjanic") in view of U.S. Patent Application No. 2003/0097495 to Horvitz (hereinafter "Horvitz"), further in view of U.S. Patent No. 6,629,149 to Fraser (hereinafter "Fraser"), further in view of U.S. Patent No. 6,591,260 to Schwarzhoff (hereinafter "Schwarzhoff"), and still further in view of a newly cited reference describing a "Java Tutorial." Applicant respectfully traverses this rejection for at least the reasons detailed below.

Independent claim 1 recites, in part, the following subject matter: "wherein each application provider is a **trusted** customer of the network provider" (emphasis added). Similar recitations appear in the other independent claims. This subject matter appears in both the preamble and body of claims 1, 3, and 5. This subject matter finds support, for example, in paragraph [0050] of the published version of

the specification. Applicant respectfully submits that the references of record, alone or in combination, fail to disclose, teach, or suggest this subject matter.

As described in further detail below, the cited references of record involve centralized control of switching. In contrast, the claimed subject matter is drawn to a decentralized system, where the trust relationship between the network provider and the application providers allows the network provider to manage the content switch on the basis of routing policies from the application providers. When a trusted customer relationship does not exist between the network provider and the application providers, the network provider is unwilling to yield control of the routing policies to untrusted application providers.

Independent claim **1** recites the following subject matter: "the **document** referencing a **location** of a corresponding schema" (emphasis added). This subject matter finds support in the specification, for example, in paragraph [0023]. Similar subject matter appears in the other independent claims.

Applicant respectfully submits that this subject matter distinguishes the independent claims over the applied references that rely upon storage of schemas in central or generally available locations. As described above, for example, Horvitz provides a central point of administration. Thus, because the teachings of Horvitz involve a centralized structure, the teachings of Horvitz are contrary to the decentralized concept of having schema references in sent documents.

Independent claim 1 recites, in part, the following subject matter: "instructions in the **parser** that fetch a **schema** . . . the schema containing **routing rules**" (emphasis added). Similar recitations appear in the other independent claims. This subject matter finds support, for example, in paragraph [0037].

As correctly conceded on page 3 of the Office Action, Abjanic fails to explicitly show a schema document. Moreover, Abjanic teaches away from the claimed invention. As recited in paragraph [0030] of Abjanic, XML switching is offloaded from application servers to a network apparatus. Therefore, Abjanic's use of an XML director in a network to route or direct messages, as recited in paragraph [0028], would teach away from the recited use of routing rules within a schema because Abjanic would rely upon the XML director for routing.

Independent claim 1 further recites, in part, the following subject matter: "wherein the **schema** comprises: a plurality of elements, wherein a **particular element** in the schema is also found in a document" (emphasis added). Similar recitations appear in the other independent claims. This subject matter finds support in the specification, for example, in paragraphs [0031] and [0034]. As an example, the particular element, <country> is found in both the schema and the document.

Independent claim 1 further recites, in part, the following subject matter: "a **particular routing rule** that redirects the packets to a **particular server** when a

value of the particular element in the sent document **matches a predefined value** of the particular element in the fetched schema" (emphasis added). Similar recitations appear in the other independent claims. This subject matter finds support in the specification, for example, in paragraphs [0031] and [0034]. As an example, when the predefined value of <country> is "Canada," the particular routing rule could redirect the packets to canada.mybusiness.com.

Independent claim 1 further recites, in part, the following subject matter: "a **default routing rule** that redirects the packets to a **default server** when the value of the particular element in the sent document **does not match** the predefined value of the particular element in the fetched schema" (emphasis added). Similar recitations appear in the other independent claims. This subject matter finds support in the specification, for example, in paragraphs [0031] and [0034]. As an example, when a match does not occur, the default rule could redirect packets to www1.mybusiness.com as a default server.

On page 4, the Office Action alleges that Horvitz discloses a schema document associated with a packet. In particular, the Office Action alleges that the schema document of Horvitz could provide "routing" hints to a downstream network element, referring to Abjanic's XML director. However, Horvitz provides a central point of administration for all devices associated with a person, as recited in paragraph [0118]. Therefore, Horvitz would teach away from the decentralized

concept of having default and particular routing rules selected by checking for matching values of particular elements in schemas and documents. As Horvitz lacks a trusted customer relationship, Horvitz would not yield control of routing policies to application providers as the network provider would not trust them.

On page 4, the Office Action alleges that Fraser discloses a content switch having an inline agent. In particular, the Office Action asserts that Fraser's inline agent separates the administrative domains of the content switch and the devices it serves. However, as disclosed in lines 28-29 of col. 11, Fraser actually focuses on separation between the device identifier and location information. Such separation is not equivalent to the claimed subject matter of having a content switch send packets to either particular or default servers based upon whether schema-document matches exists for particular elements.

Independent claim 1 also recites, in part, the following subject matter: "**validate** the sent document according to the fetched schema" (emphasis added). Similar recitations appear in the other independent claims. On page 4, the Office Action alleges that Schwarzhoff discloses fetching of a schema document and validation of a document according to the fetched schema. In particular, the Office Action alleges that Schwarzhoff could be applied to Abjanic's system to "ensure that the documents conform to the expected format." However, Schwarzhoff's teachings are actually drawn to polymorphic schemas. As disclosed in lines 20-24 of col. 6 in

Schwarzhoff, to support polymorphic schemas, the schemas must be available in a generally available repository and have globally unique names. As described above, these centralized teachings actually teach away from the claimed invention.

On page 5, the Office Action alleges that Java Tutorial discloses defining a default action using the same mechanism used to define actions for specific situations. In particular, the Office Action alleges that using the teachings of the Java Tutorial would provide users of Abjanic's system with more flexibility in choosing what the default action should be. In particular, the Java Tutorial suggests using the default action, "that's not a valid month!" when a user inputs a month number other than 1-12. Applicant respectfully submits that such a default action is not akin to the claimed default action, because the claimed default action is related to routing rules, not entry of calendar data. Moreover, month-by-month timing would not be equivalent to a routing operation.

Because the references of record do not disclose, teach, or suggest the recited subject matter, Applicant respectfully submits that the Office Action has failed to establish a *prima facie* case of obviousness. Applicant therefore submits that independent claims 1, 3, 5, and 7 are allowable over the references of record.

Claim 2 depends upon independent claim 1. Claim 4 depends upon independent claim 3. Claim 6 depends upon independent claim 5. Thus, Applicant

respectfully submits that claims 2, 4, and 6 are allowable at least due to their respective dependencies upon allowable independent claims. Claim 8 is canceled.

For at least the foregoing reasons, Applicant respectfully requests withdrawal of the rejection of claims 1-8 under 35 U.S.C. § 103(a).

NEW CLAIMS

New claims 9-12 recite in part, the following subject matter: "wherein the fetched schema comprises a **plurality of particular routing rules** and a **plurality of predefined values** of the particular element in the fetched schema, and wherein each of the particular routing rules redirects the packets to a different server, and wherein each of the particular routing rules corresponds uniquely to one of the predefined values" (emphasis added). These claims find support, for example, in paragraph [0031] of the specification. As an example, predefined values of <country> may be "Canada" and "France." Particular routing rules for "France" may redirect packets to either the france1.mybusiness.com or the france2.mybusiness.com server, while routing rules for "Canada" could direct the packets to a different server.
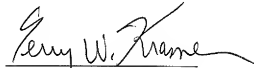
Claims 9-12 respectively depend from independent claims 1, 3, 5, and 7. Thus, Applicant respectfully submits that claims 9-12 are allowable at least due to their respective dependencies from allowable independent claims.

CONCLUSION

While we believe that the instant amendment places the application in condition for allowance, should the Examiner have any further comments or suggestions, it is respectfully requested that the Examiner telephone the undersigned attorney in order to expeditiously resolve any outstanding issues.

In the event that the fees submitted prove to be insufficient in connection with the filing of this paper, please charge our Deposit Account Number 50-0578 and please credit any excess fees to such Deposit Account.

Respectfully submitted,
KRAMER & AMADO, P.C.

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